

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

SCOTT A. SUROVELL,

Plaintiff,

v.

CELLCO PARTNERSHIP,
d/b/a Verizon Wireless

TRANSUNION, LLC,

EQUIFAX INFORMATION SERVICES, LLC,

EXPERIAN INFORMATION SOLUTIONS, INC.

Defendants.

Case No. 3:16-cv-203 REP

CELLCO PARTNERSHIP'S ANSWER

Defendant Cellco Partnership, d/b/a Verizon Wireless ("Verizon") answers Scott A. Surovell's ("Plaintiff") Complaint as follows:

Except as expressly admitted or qualified below, Verizon denies each and every allegation of the Complaint.

PRELIMINARY STATEMENT

1. Verizon admits that Plaintiff purports to seek relief under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, but denies that it is liable to Plaintiff or that Plaintiff is entitled to any of the relief sought in his Complaint.

JURISDICTION

2. Verizon admits the allegations of Paragraph 2 only to the extent that this court has jurisdiction pursuant to the Fair Credit Reporting Act. Verizon is without information sufficient

to admit or deny the remaining allegations of Paragraph 2. Therefore, those allegations are denied.

3. Verizon admits that it conducts business in the Eastern District of Virginia, but is without information sufficient to admit or deny the remaining allegations of Paragraph 3. Therefore, those allegations are denied.

PARTIES

4. Verizon admits the allegations in Paragraph 4 of the Complaint.

5. Verizon admits the allegations in Paragraph 5 of the Complaint.

6. Because the allegations in Paragraph 6 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

7. Because the allegations in Paragraph 7 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

8. Because the allegations in Paragraph 8 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

9. Because the allegations in Paragraph 9 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

10. Because the allegations in Paragraph 10 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

11. Because the allegations in Paragraph 11 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

12. Because the allegations in Paragraph 12 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

13. Because the allegations in Paragraph 13 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

14. Because the allegations in Paragraph 14 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

FACTS

15. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and therefore denies them.

16. Verizon admits that the billing address associated with disputed account is located in North Chesterfield, Virginia. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 16 and therefore denies them.

17. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and therefore denies them.

18. Because the allegations in Paragraph 18 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

19. Because the allegations in Paragraph 19 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

20. Because the allegations in Paragraph 20 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

21. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 and therefore denies them.

22. Because the allegations in Paragraph 22 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

23. Because the allegations in Paragraph 23 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

24. Because the allegations in Paragraph 23 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

25. Verizon admits the allegations of Paragraph 25 only to the extent that the reporting was inaccurate and that recent investigation have revealed that the account did not belong to the Plaintiff, but denies all remaining allegations in Paragraph 25.

26. Because the allegations in Paragraph 26 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

27. Because the allegations in Paragraph 27 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT ONE: VIOLATION OF FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681e(b)
(TRANS UNION, EQUIFAX and EXPERIAN)

28. Verizon re-alleges and incorporates its answers to Paragraphs 1-27 here.

29. Because the allegations in Paragraph 29 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

30. Because the allegations in Paragraph 30 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

31. Because the allegations in Paragraph 31 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

32. Because the allegations in Paragraph 32 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT TWO: VIOLATION OF FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681i(a)(1)
(TRANS UNION, EQUIFAX and EXPERIAN)

33. Verizon re-alleges and incorporates its answers to Paragraphs 1-32 here.

34. Because the allegations in Paragraph 34 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

35. Because the allegations in Paragraph 35 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

36. Because the allegations in Paragraph 36 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

37. Because the allegations in Paragraph 37 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT THREE: VIOLATION OF FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681i(a)(2)(A)
(TRANS UNION, EQUIFAX and EXPERIAN)

38. Verizon re-alleges and incorporates its answers to Paragraphs 1-37 here.

39. Because the allegations in Paragraph 39 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

40. Because the allegations in Paragraph 40 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

41. Because the allegations in Paragraph 41 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

42. Because the allegations in Paragraph 42 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT FOUR: VIOLATION OF FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681i(a)(4)
(EXPERIAN, TRANS UNION and EQUIFAX)

43. Verizon re-alleges and incorporates its answers to Paragraphs 1-42 here.

44. Because the allegations in Paragraph 44 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

45. Because the allegations in Paragraph 45 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

46. Because the allegations in Paragraph 46 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

47. Because the allegations in Paragraph 47 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT FIVE: VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681i(a)(5)(A)
(TRANS UNION, EQUIFAX and EXPERIAN)

48. Verizon re-alleges and incorporates its answers to Paragraphs 1-47 here.

49. Because the allegations in Paragraph 49 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

50. Because the allegations in Paragraph 50 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

51. Because the allegations in Paragraph 51 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

52. Because the allegations in Paragraph 52 of the Complaint concern another Defendant, Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT SIX: VIOLATION OF FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681s-2(b)(1)(A)
(VERIZON)

53. Verizon re-alleges and incorporates its answers to Paragraphs 1-52 here.

54. Verizon denies the allegations in Paragraph 54 of the Complaint.

55. Verizon admits that the CRAs use a dispute system named “e-Oscar,” which has been adopted by the credit reporting agencies and their furnisher customers, and that Verizon uses the same. Verizon is without sufficient information to admit or deny the remaining allegations in Paragraph 55 of the Complaint. Therefore those allegations are denied.

56. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56 and therefore denies them.

57. Verizon admits the allegations in Paragraph 57 of the Complaint.

58. Verizon denies the allegations in Paragraph 58, as phrased.

59. Verizon lacks knowledge or information sufficient to form as a belief as to the truth of the allegations of Paragraph 59. Therefore, those allegations are denied.

60. Verizon admits that it can contact CRAs, which receive information from customers. Verizon admits that it receives customer information from CRAs. Unless specifically admitted, all other allegations in Paragraph 60 are denied.

61. Verizon is without information sufficient to admit or deny the allegations of Paragraph 61. Therefore, those allegations are denied.

62. Verizon denies the allegations in Paragraph 62 of the Complaint.

63. Verizon denies the allegations in Paragraph 63 as phrased.

64. Verizon denies the allegations in Paragraph 64 of the Complaint.

65. Verizon denies the allegations in Paragraph 65 of the Complaint.

66. Verizon denies the allegations in Paragraph 66 of the Complaint.

67. Verizon denies the allegations in Paragraph 67 of the Complaint.

68. Paragraph 68 contains a legal conclusion to which no response is required. To the extent a response is required, Verizon denies that it violated any law or is liable to Plaintiff for any sum.

69. Verizon denies the allegations in Paragraph 69 as phrased.

70. Verizon denies the allegations in Paragraph 70 as phrased.

71. Verizon denies the allegations in Paragraph 71 as phrased.

- 72. Verizon denies the allegations in Paragraph 72 as phrased.
- 73. Verizon denies the allegations in Paragraph 73 as phrased.
- 74. Verizon denies the allegations in Paragraph 74 of the Complaint.

COUNT SEVEN: VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681s-2(b)(1)(B)
(VERIZON)

- 75. Verizon re-alleges and incorporates its answers to Paragraphs 1-74 here.
- 76. Verizon denies the allegations in Paragraph 76 of the Complaint.
- 77. Verizon admits the allegations in Paragraph 77 of the Complaint.
- 78. Verizon admits the allegations in Paragraph 78 of the Complaint.
- 79. Verizon admits the allegations in Paragraph 79 of the Complaint.
- 80. Verizon denies the allegations in Paragraph 80 of the Complaint.
- 81. Verizon denies the allegations in Paragraph 81 of the Complaint.
- 82. Verizon denies the allegations in Paragraph 82 of the Complaint.
- 83. Verizon denies the allegations in Paragraph 83 of the Complaint.
- 84. Verizon denies the allegations in Paragraph 84 of the Complaint.

Verizon denies that it is liable to Plaintiff for any sum or form of relief, and requests that this Court dismiss Plaintiff's Complaint with prejudice.

AFFIRMATIVE DEFENSES

- 1. Plaintiff has failed, in whole or in part, to state a claim upon which relief may be granted.
- 2. Plaintiff failed to mitigate his damages, if any.

3. At all relevant times, Verizon maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and to assure maximum possible accuracy of the information concerning Plaintiff's account with Verizon.

4. Verizon has complied with the Fair Credit Reporting Act in its handling of the information concerning Plaintiff's account with Verizon, and is entitled to each and every defense stated in the Act and all limitations of liability.

5. Plaintiff has not sustained any damages compensable at law as a result of any alleged act or omission of Verizon, which alleged acts or omissions are specifically denied, and any losses Plaintiff may have suffered are the result of his own conduct and/or independent intervening or superseding causes by third parties not within the control of Verizon.

6. Plaintiff's Complaint seeks punitive damages. Verizon adopts by reference the defenses, criteria, limitations, standards, and constitutional protections mandated or provided by the United States Supreme Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v. Leatherman Tool Grp., Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*, 538 U.S. 408 (2003); *Phillip Morris USA v. Williams*, 127 S. Ct. 1057 (2007); *Exxon Shipping Co. v. Baker*, 168 S. Ct. 265 (2008).

7. Plaintiff's claim for punitive damages is barred or limited by the provisions of 15 U.S.C. § 1681n.

8. Verizon pleads and asserts all applicable constitutional, statutory, and common law limitations on punitive damages.

9. Plaintiff's claim that Verizon committed willful violations of the Fair Credit Reporting Act is barred by the principles articulated in *Safeco Ins. Co. v. Burr*, 127 S. Ct. 2201 (2007).

10. Verizon reserves the right to supplement its affirmative defenses as it continues with its factual investigation of Plaintiff's claims.

WHEREFORE, Verizon respectfully requests that this Court:

- a. Dismiss all of Plaintiff's claims against Verizon on the merits and with prejudice;
- b. Award Verizon all costs, disbursements, and reasonable attorneys' fees allowed by law; and
- c. Grant Verizon any other relief that the Court deems just and equitable.

May 26, 2015

Respectfully submitted:

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CERTIFICATE OF SERVICE

I hereby certify that on May 26, 2016, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send a notification of such filing to:

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